



Living in a Manufactured Home Community

2012

2012 INTRODUCTION

Section 14-1 of the *Mobile Home Landlord and Tenant Rights Act (765 ILCS 745)* requires manufactured home community owners (previously known as mobile home park owners) to provide a copy of that act to each tenant. In addition, the Illinois Department of Public Health, which licenses manufactured home communities, requires information regarding the residents' and community owner's responsibilities, securing of the homes, and tornado preparedness to be provided to the residents. This is specified in Section 860.400 of the *Manufactured Home Community Code (77 Ill. Admin. Code 860)*.

This document has been compiled to include all the required information. Additional copies can be reproduced as needed. The document is also available on the Department's Web site at www.idph.state.il.us/pdf/LivingMHC.pdf.

Living in a Manufactured Home Community

Living in a manufactured home community should be a healthful, safe and enjoyable experience similar to living in a subdivision of site-built homes. To help assure this, many aspects of manufactured home communities are regulated by state laws and rules.

The *Mobile Home Park Act (210 ILCS 115)* requires all communities with five or more homes to be licensed by the Illinois Department of Public Health unless the community is located in a home rule unit. Generally, municipalities with a population of 25,000 or more are home rule units.

Another law, the Illinois *Mobile Home Landlord and Tenant Rights Act*, establishes the legal rights, remedies and obligations of the parties to any lease of a manufactured home site in Illinois. To remedy violations of this law, you may need to contact a lawyer.

The community owner is responsible for:

- constructing and maintaining a safe water supply, sewage disposal system, and electrical system;
- the proper site sizes and home locations;
- maintaining the roadways;
- adequate lighting; and
- the collection of garbage.

However, many of the items in the *Mobile Home Park Act* and *Manufactured Home Community Code* involve the assistance and cooperation of the residents. These include the following:

- ◆ All garbage must be kept in approved containers and the lids must be on the containers.
- ◆ Animal retention areas must be cleaned daily.
- ◆ Unlicensed or inoperable automobiles cannot be stored in the community.
- ◆ Major automobile repairs cannot be performed at the community.
- ◆ Household appliances and furniture cannot be stored outdoors.

- ◆ All firewood must be stacked neatly either on an impervious surface or 6 inches above ground.
- ◆ Bales of straw cannot be used for skirting.
- ◆ Grass and weeds must be trimmed.
- ◆ Open containers and automobile tires must be stored to prevent accumulation of water.

Any owner of a manufactured home moved after January 1, 1980, must secure the home in compliance with the Illinois *Mobile Home Tiedown Act (210 ILCS 120)*. All homes installed after December 31, 2001, must conform with the *Manufactured Home Quality Assurance Act (430 ILCS 117)* and the *Manufactured Home Installation Code (77 Ill. Admin. Code 870)*.

In addition to the above, the community owner usually adopts rules for the community. With both the residents' and the community owner's cooperation, an enjoyable environment can be maintained.

If the community owner does not properly maintain the community, the resident should first bring this to the attention of the manager. If the situation is not corrected, the regional office of the Illinois Department of Public Health that serves your area (indicated on the map at the back of the document) can be contacted. An investigation will be conducted to determine if a violation of the *Manufactured Home Community Code* exists.

Any questions concerning the *Manufactured Home Community Code* can be addressed to: Illinois Department of Public Health, Division of Environmental Health, 525 West Jefferson Street, Springfield, Illinois 62761, telephone number 217-782-5830 (TTY(for hearing impaired use only) 800-547-0466).

Mobile Home Landlord and Tenant Rights Act [765 ILCS 745]

(Underlined and stricken test are revisions to this Act with an effective date of 1/1/11 and 8/23/11)

Section

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§ 765 ILCS 745/1. [Applicability]

Sec. 1. Applicability. This Act shall regulate and determine legal rights, remedies and obligations of the parties to any lease of a mobile home or mobile home lot in a mobile home park containing five or more mobile homes within this State. Any lease, written or oral, shall be unenforceable insofar as any provision thereof conflicts with any provision of this Act.

§ 765 ILCS 745/2. [Jurisdiction]

Sec. 2. Jurisdiction. Any person whether or not a citizen or resident of this State, who owns, holds an ownership or beneficial interest in, uses, manages or possesses real estate situated in this State, submits himself or his personal representative to the jurisdiction of the courts of this State as to any action proceeding for the enforcement of an obligation arising under this Act.

§ 765 ILCS 745/3. [Definitions]

Sec. 3. Definitions. Unless otherwise expressly defined, all terms in this Act shall be construed to have their ordinarily accepted meanings or such meaning as the context therein requires.

(a) "Person" means any legal entity, including but not limited to, an individual, firm, partnership, association, trust, joint stock company, corporation or successor of any of the foregoing.

(b) "Manufactured home" means a factory-assembled, completely integrated structure designed for permanent habitation, with a permanent chassis, and so constructed as to permit its transport, on wheels temporarily or permanently attached to its frame, and is a movable or portable unit that is (i) 8 body feet or more in width, (ii) 40 body feet or more in length, and (iii) 320 or more square feet, constructed to be towed on its own chassis (comprised of frame and wheels) from the place of its construction to the location, or subsequent locations, at which it is installed and set up according to the manufacturer's instructions and connected to utilities for year-round occupancy for use as a permanent habitation, and designed and situated so as to permit its occupancy as a dwelling place for one or more persons. The term shall include units containing parts that may be folded, collapsed, or telescoped when being towed and that may be expected to provide additional cubic capacity, and that are designed to be joined into one integral unit capable of being separated again into the components for repeated towing. The term excludes campers and recreational vehicles. "Mobile

Home" means a structure designed for permanent habitation and so constructed as to permit its transport on wheels, temporarily or permanently attached to its frame, from the place of its construction to the location or subsequent locations at which it is intended to be a permanent habitation and designed to permit the occupancy thereof as a dwelling place of one or more persons, provided that any such structure served by individual utilities and resting on a permanent foundation, with wheels, tongue and hitch permanently removed, shall not be construed as a "mobile home".

(c) "Mobile Home Park" or "Park" means a tract of land or 2 contiguous tracts of land that contain sites with the necessary utilities for 5 or more mobile homes or manufactured homes. A mobile home park may be operated either free of charge or for revenue purposes, an area of land or lands upon which five or more independent mobile homes are harbored for rent.

(d) "Park Owner" means the owner of a mobile home park and any person authorized to exercise any aspect of the management of the premises, including any person who directly or indirectly receives rents and has no obligation to deliver the whole of such receipts to another person.

(e) "Tenant" means any person who occupies a mobile home rental unit for dwelling purposes or a lot on which he parks a mobile home for an agreed upon consideration.

(f) "Rent" means any money or other consideration given for the right of use, possession and occupancy of property, be it a lot, a or mobile home, or both.

(g) "Master antenna television service" means any and all services provided by or through the facilities of any closed circuit coaxial cable communication system, or any microwave or similar transmission services other than a community antenna television system as defined in Section 11-42-11 of the Illinois Municipal Code [65 ILCS 5/11-42-11].

§ 765 ILCS 745/4. [Requisites for Rental or Offer of Mobile Home or Lot for Rental]

Sec. 4. Requisites for Rental or Offer of Mobile Home or Lot for Rental. No person shall rent or offer for rent any mobile home which does not conform to the sanitation, housing and health codes of the State or of the county or municipality in which the mobile home is located.

No person shall rent or offer for rent any lot in a mobile home park which does not conform to subdivision ordinances of the county or municipality in which the mobile home park is located.

§ 765 ILCS 745/4a. [Television antennas and services]

Sec. 4a. No park owner, after the effective date of this amendatory Act of 1987, may require a tenant to remove an outside conventional television antenna, or require that a tenant subscribe to and pay for master antenna television services rather than use an outside conventional television antenna. This Section shall not prohibit an owner from supplying free master antenna television services provided that the price of such services, is not made a part of the rent of the tenant. This Section also shall not prohibit a park owner from requiring a tenant to remove an outside conventional television antenna if such owner makes available master antenna television services at no charge above the rental stated in such tenant's lease.

§ 765 ILCS 745/5. [Exemptions]

Sec. 5. Exemptions. No mobile home park operated by the State or the Federal Government, or park land owned by either, and no trailer park operated for the use of recreational campers or travel trailers shall be subject to the provisions of this Act.

§ 765 ILCS 745/6. [Obligation of Park Owner to Offer Written Lease]

Sec. 6. Obligation of Park Owner to Offer Written Lease. Except as provided in this Act, no person shall offer a mobile home or lot for rent or sale in a mobile home park without having first exhibited to the prospective tenant or purchaser a copy of the lease applicable to the respective mobile home park, unless the prospective tenant waives this right in writing.

(a) The park owner shall be required, on a date which the lease is signed, to offer to each present and future tenant a written lease for a term of not less than 24 months, unless the prospective tenant waives that right and the parties agree to a different term subject to existing leases which shall be continued pursuant to their terms.

(b) Tenants in possession on the effective date of this Act shall have 30 days after receipt of the offer for a written lease within which to accept or reject such offer; during which period, the rent may not be increased or any other terms and conditions changed, except as permitted under this Act; providing that if the tenant has not so elected he shall vacate within the 30 day period.

(c) The park owner shall notify his tenants in writing not later than 30 days after the effective date of this Act, that a written lease shall be available to the tenant and that such lease is being offered in compliance with and will conform to the requirements of this Act.

(d) The park owner shall give 90 days' notice of any rent increase and no rent increase shall go into effect until 90 days after the notice. Upon receipt of the notice of the rent increase, a tenant shall have 30 days in which to accept or reject the rent increase. If the tenant rejects the rent increase, the tenant must notify the park owner of the date on which the tenant will vacate the premises, which shall be a date before the effective date of the rent increase.

(e) The park owner may provide for a specified rent increase between the first and second years of the lease.

(f) The park owner may offer a month-to-month tenancy agreement option to a tenant not wishing to make a long-term commitment if the tenant signs a written statement acknowledging that the park owner offered the tenant a longer term lease but the tenant chose instead to agree to a month-to-month tenancy agreement. If the tenant declines to sign either a lease or a statement acknowledging that a lease was offered, the park owner shall sign and deliver to the tenant a statement to the effect. Any month-to-month tenancy agreement must provide a minimum of 90 days' notice to the tenant before any rent increase is effective.

(g) A prospective tenant who executes a lease pursuant to this Section may cancel the lease by notifying the park owner in writing within 3 business days after the prospective tenant's execution of the lease, unless the prospective waives in writing this right to cancel the lease or waives this right by taking possession of the mobile home or the lot. The park owner shall return any security deposit or rent paid by the prospective tenant within 10 days after receiving the written cancellation.

(h) The maximum amount that a park owner may recover as damages for a tenant's early termination of a lease is the amount due under the lease, less any offset or mitigation through a re-lease.

(i) A tenant in possession of a mobile home or lot who is not subject to a current lease on the effective date of this amendatory Act of the 95th General Assembly shall be offered a lease by the park owner within 90 days after the effective date of this amendatory

Act of the 95th General Assembly. Tenants in possession on the effective date of this amendatory Act of the 95th General Assembly shall have 30 days after receipt of the offer for a written lease within which to accept or reject the offer, during which period the rent may not be increased or any other terms and conditions changed, except as permitted under this Act; provided that if the tenant has not so elected he or she shall vacate within the 30-day period.

§ 765 ILCS 745/6.3. [Temporary Tenant]

Sec.6.3 Temporary Tenant. If a tenant suffers from an illness or disability that requires the tenant to temporarily leave the mobile home park, the park owner shall allow a relative or relatives, designated by the tenant or the tenant's legal guardian or representative, to live in the home for a period of up to 90 days as temporary occupants if the following conditions are met:

- (1)The tenant must provide documentation of the disability or illness by a licensed physician dated within the past 60 days;
- (2)The temporary occupant must meet all qualifications other than financial, including age in a community that provides housing for older persons, and the terms of the lease and park rules must continue to be met; as used in this item (2), "housing for older persons" has the meaning as ascribed to that term in Section 3-106 of the Illinois Human Rights Act; and
- (3)At least 5 days before occupancy, the temporary occupant must submit an application for residency to the park owner by which the temporary occupant provides all information required to confirm that the temporary occupant meets community requirements. After the 90-day temporary occupancy period, the temporary occupant shall be required to provide documentation of ongoing financial ability to pay the costs relative to occupancy.

§ 765 ILCS 745/6.4 [Rent Deferral Program]

Sec. 6.4 Rent Deferral Program. A tenant or co-tenants may defer, for up to one year, payment of the amount by which the rent has most recently been increased if the tenant or co-tenants provide proof of inability to pay the increased rent amount by meeting the following requirements within 30 days of the date on which the tenant or co-tenants receive either a new lease or a notice of rent increase:

- (1) The tenant or co-tenants attest, by sworn affidavit, that they shall diligently proceed to list their mobile home with a licensed sales entity and market it for sale;
- (2) The tenant or co-tenants attest , by sworn affidavit, that the proposed new lease amount will exceed 45% of the tenants' s or co-tenant's current taxable and non-taxable income, from whatever source derived; and
- (3) The tenant or co-tenants provide verification in the form of a tax return and other such documents as may be required to independently verify the annual income and assets of the tenant or co-tenants.

If a tenant or co-tenants meet the above requirements, the tenant or co-tenants may continue to reside in the mobile home for a period of up to 12 months or the date on which the tenant or co-tenants sell the mobile home to a new tenant approved by the park owner, whichever date is earlier. The tenant or co-tenants must remain current on all rent payments at the rental amount due before the notice of the rent increase. The tenant or co-tenants shall be required to pay, upon sale of the home, the deferred rent portion which represents the difference between the actual monthly rental amount paid starting from the effective date of the rent increase and the monthly amount due per the rent increase notice without any additional interest or penalty charges.

§ 765 ILCS 745/6.5 [Disclosure]

Sec. 6.5 Disclosure. A park owner must disclose in writing the following with every lease or sale and upon renewal of a lease of a mobile home or lot in a mobile home park:

- (1) the rent charged for the mobile home or lot in the past 5 years;
- (2) the park owner's responsibilities with respect to the mobile home or lot;
- (3) information regarding any fees imposed in additions to the base rent;
- (4) information regarding late payments;
- (5) information regarding any privilege tax that is applicable;
- (6) information regarding security deposits, including the right to the return of security deposits and interest as provided in Section 18 of the Act; and
- (7) information on a 3-year rent increase projection which includes the 2 years of the lease and the year immediately following. The basis for such rent increases may be a fixed amount, a "not to exceed" amount , a formula, an applicable index, or a combination of these methodologies as elected by the park owner. These increases may be in addition to all the non-controllable expenses including, but not limited to, property taxes, government assessments, utilities, and insurance.

The park owner must update the written disclosure at least once per year. The park owner must advise tenants who are renewing a lease of any changes in the disclosure from any prior disclosure. (P.A. 93-1043, effective 6-1-05)

§ 765 ILCS 745/7. [Effect of Unsigned Lease]

Sec. 7. Effect of Unsigned Lease. If the tenant shall fail to sign a written lease which has been signed and tendered to him by the owner and shall further provide the owner with a rejection in writing of such offer, the tenant's continuation of possession and payment of rent without reservation shall constitute an acceptance of the lease with the same effect as if it had been signed by the tenant.

§ 765 ILCS 745/8. [Renewal of Lease]

Sec. 8. Renewal of Lease.

- (a) Every lease of a mobile home or lot in a mobile home park shall contain an option which automatically renews the lease; unless:
 - (1) the tenant shall notify the owners 30 days prior to the expiration of the lease that he does not intend to renew the lease;
 - (2) the park owner shall notify the tenant 30 days prior to the expiration of the lease that the lease will not be renewed and specify in writing the reasons, such as violations of park rules, health and safety codes or irregular or non-payment of rent;
 - (3) the park owner elects to cease the operation of either all or a portion of the mobile home park; or.
 - (4) the park owner seeks to change the terms of the agreement pursuant to subsection (b) in which case the procedures set

forth in subsection (b) shall apply, unless the only change is in the amount of rent, in which case it is sufficient if the park owner provides a letter notice to the tenant stating the changed rent amount; any notice of a change in the amount of rent shall advise the tenant that the tenant will be given a copy of the lease, upon request, at no charge and that no other changes in the lease are allowed.

(b) If there is no change in the lease, the park owner must provide the tenant with a letter notice stating there will be no change in the lease terms unless a new lease is signed. If there is a change in the rent. The park owner must offer to provide the tenant a copy of the lease without charge upon request.

(c) All notices required under this Section shall be by first class mail or personal service.

§ 765 ILCS 745/8.5. [Park Closure]

Sec. 8.5. Park Closure. If a park owner elects to cease the operation of either all or a portion of the mobile home park, the tenants shall be entitled to at least 12 months' notice of such ceasing of operations. If 12 months or more remain on the existing lease at the time of notice, the tenant is entitled to the balance of the term of his or her lease up to the date of the closing. If less than 12 months remain in the term of his or her lease, the tenant is entitled to the balance of his or her lease plus a written month-to-month tenancy and rent must remain at the expiring lease rate to provide him or her with a full 12 months' notice.

§ 765 ILCS 745/9. [The Terms of Fees and Rents]

Sec. 9. The Terms of Fees and Rents. The terms for payment of rent shall be clearly set forth and all charges for services, ground or lot rent, unit rent, or any other charges shall be specifically itemized in the lease and in all billings of the tenant by the park owner. The owner shall not change the rental terms nor increase the cost of fees, except as provided herein.

The park owner shall not charge a transfer or selling fee as a condition of sale of a mobile home that is going to remain within the park unless a service is rendered.

Rents charged to a tenant by a park owner may be increased upon the renewal of a lease. Notification of an increase shall be delivered 90 days prior to expiration of the lease.

The park owner shall not charge or impose upon a tenant any fee or increase in rent which reflects the cost to the park owner of any fine, forfeiture, penalty, money damages, or fee assessed or awarded by a court of law against the park owner, including any attorney's fees and costs incurred by the park owner in connection therewith unless the fine, forfeiture, penalty, money damages, or fee was incurred as a result of the tenant's actions.

§ 765 ILCS 745/9.5. [Abandoned or Repossessed Properties]

Sec. 9.5 Abandoned or Repossessed Properties. In the event of the sale of abandoned or repossessed property, the park owner shall, after payment of all outstanding rent, fees, costs, and expenses to the community, pay any remaining balance to the title holder of the abandoned or repossessed property. If the tenant cannot be found through a diligent inquiry after 90 days, then the funds shall be forfeited. As used in this Section, "diligent inquiry" means sending a notice by certified mail to last known address.

§ 765 ILCS 745/10. [Waiver of Provisions]

Sec. 10. Waiver of Provisions. Any provision of a lease whereby any provisions of this Act are waived is declared void.

§ 765 ILCS 745/11. [Provisions of Mobile Home Park Leases]

Sec. 11. Provisions of Mobile Home Park Leases. Any lease hereafter executed or currently existing between an owner and tenant in a mobile home park in this State shall also contain, or shall be made to contain, the following covenants binding the owner at all times during the term of the lease to:

- (a) Identify to each tenant prior to his occupancy the lot area for which he will be responsible;
- (b) Keep all exterior property areas not in the possession of a tenant, but part of the mobile home park property, free from the species of weeds and plant growth which are generally noxious or detrimental to the health of the tenants;
- (c) Maintain all electrical, plumbing, gas or other utilities provided by him in good working condition with the exception of emergencies after which repairs must be completed within a reasonable period of time;
- (d) Maintain all subsurface water and sewage lines and connections in good working order;
- (e) Respect the privacy of the tenants and if only the lot is rented, agree not to enter the mobile home without the permission of the mobile home owner, and if the mobile home is the property of the park owner, to enter only after due notice to the tenant, provided, the park owner or his representative may enter without notice in emergencies;
- (f) Maintain all roads within the mobile home park in good condition;
- (g) Include a statement of all services and facilities which are to be provided by the park owner for the tenant - e.g. Lawn Maintenance, snow removal, garbage or solid waste disposal, recreation building, community hall, swimming pool, golf course, laundromat, etc;
- (h) The full names and addresses of all individuals in whom all or part of the legal or equitable title to the mobile home park is vested, or the name and address of the owners' designated agent;
- (i) Provide a custodian's office and furnish each tenant with the name, address and telephone number of the custodian and designated office.

§ 765 ILCS 745/12. [Lease prohibitions]

Sec. 12. Lease prohibitions. No lease hereafter executed or currently existing between a park owner and tenant in a mobile home park in this State shall contain any provision:

- (a) Permitting the park owner to charge a penalty fee for late payment of rent without allowing a tenant a minimum of 5 days beyond the date the rent is due in which to remit such payment;
- (b) Permitting the park owner to charge an amount in excess of one month's rent as a security deposit;
- (c) Requiring the tenant to pay any fees not specified in the lease;
- (d) Permitting the park owner to transfer, or move, a mobile home to a different lot, including a different lot in the same mobile home

park, during the term of the lease.

§ 765 ILCS 745/12a. [Purchase provision prohibited]

Sec. 12a. No lease hereafter executed between a mobile home park owner and a tenant in such a park in this State shall contain any provision requiring the tenant to purchase a mobile home from the park owner, or requiring that if the tenant purchases any mobile home during the lease term that such mobile home must be purchased from the park owner, and no such requirement shall be made as a condition precedent to entering into a lease agreement with any such tenant.

§ 765 ILCS 745/13. [Tenant's Duties]

Sec. 13. Tenant's Duties. The tenant shall agree at all times during the tenancy to:

- (a) Keep the mobile home unit, if he rents such, or the exterior premises if he rents a lot, in a clean and sanitary condition, free of garbage and rubbish;
- (b) Refrain from the storage of any inoperable motor vehicle;
- (c) Refrain from washing all vehicles except at an area designated by park management;
- (d) Refrain from performing any major repairs of motor vehicles at any time;
- (e) Refrain from the storage of any icebox, stove, building material, furniture or similar items on the exterior premises;
- (f) Keep the supplied basic facilities, including plumbing fixtures, cooking and refrigeration equipment and electrical fixtures in a leased mobile home unit in a clean and sanitary condition and be responsible for the exercise of reasonable care in their proper use and operation;
- (g) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so;
- (h) Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not effect or disturb his neighbors peaceful enjoyment of the premises;
- (i) Abide by all the rules or regulations concerning the use, occupation and maintenance of the premises; and
- (j) Abide by any reasonable rules for guest parking which are clearly stated.

§ 765 ILCS 745/14. [Rules and regulations of park]

Sec. 14. Rules and regulations of park. Rules and regulations promulgated and adopted by the park owner are enforceable against a tenant only if:

- (a) A copy of all rules and regulations was delivered by the park owner to the tenant prior to his signing the lease;
- (b) The purpose of such rules and regulations is to promote the convenience, safety and welfare of the tenants, preserve park property from damage or to fairly distribute park services and facilities to the tenants;
- (c) They are reasonably related to the purpose for which adopted;
- (d) They apply to all tenants in a fair manner;
- (e) They are sufficiently explicit in prohibition, direction or limitation of the tenant's conduct to fairly inform him of what he must or must not do to comply; and
- (f) They are not for the purpose of evading the obligation of the park owner.

A rule or regulation adopted during the term of a lease is enforceable against the tenant only if 30 days written notice of its adoption is given the tenant and such rule or regulation is not in violation of the terms and conditions of the lease.

§ 765 ILCS 745/14-1. [Rights and obligations; pamphlet]

Sec. 14-1. The Department of Public Health shall produce and distribute a pamphlet setting forth clearly, and in detail, the tenant's and park operator's rights and obligations under this Act. The pamphlet shall be produced within 90 days of the effective date of this amendatory Act of 1992.

Each park owner shall make these pamphlets available to all current tenants within 60 days after receiving the pamphlets. This requirement may be satisfied by distributing or mailing the pamphlets to each tenant. All new tenants shall be offered a pamphlet at or before the time at which they are offered a written lease.

A violation of the provisions of this Section shall not render any lease void or voidable nor shall it constitute:

- (1) A defense to any action or proceeding to enforce the lease.
- (2) A defense to any action or proceeding for breach of the lease.

§ 765 ILCS 745/14.2. [Relocation Plan]

Sec. 14.2. Relocation plan. The Department of Public Health shall facilitate the development of a plan to address the relocation efforts of manufactured home or mobile home owners who are compelled to relocate due to (i) the sale of the manufactured home community or mobile home park in which they live to a person or entity which will use the property for a use other than as a manufactured home community or mobile home park or (ii) the closure of or the cessation of the operation of the manufactured home community or mobile home park in which they live. The plan shall be developed in cooperation with members of the General Assembly, manufactured home owners, mobile home owners, manufactured home community owners, mobile home park owners, and the respective statewide organizations that represent manufactured home owners, mobile home owners, manufactured home community owners, or mobile home park owners. Both the Illinois Department of Public Health and the Illinois Housing Development Authority will participate in this collaborative effort by providing office space for meetings and information on matters that arise in which the agencies have expertise, such as issues relating to public health and options for affordable housing, respectively. The plan shall include provisions for the special counseling of manufactured home or mobile home owners displaced from the manufactured home community or mobile home park in which they live; the relocation or shelter needs of displaced manufactured home or mobile home owners; and the creation of a Manufactured Housing Relocation Fund. The plan may include proposed legislation. No later than October 1, 2011, the plan and any proposed legislation shall be submitted to the President of the Senate, the Senate Minority Leader, the Speaker of the House of Representatives, and the House Minority Leader.

§ 765 ILCS 745/15. [Statutory grounds for eviction]

Sec. 15. Statutory grounds for eviction. A park owner may terminate the lease and evict a tenant for any one or more of the following acts:

- (a) Non-payment of rent due;
- (b) Failure to comply with the park rules;
- (c) Failure to comply with local ordinances and State laws regulating mobile homes.

§ 765 ILCS 745/16. [Improper grounds for eviction]

Sec. 16. Improper grounds for eviction. The following conduct by a tenant shall not constitute grounds for eviction or termination of the lease, nor shall a judgment for possession of the premises be entered against a tenant:

- (a) As a reprisal for the tenant's effort to secure or enforce any rights under the lease or the laws of the State of Illinois, or its governmental subdivisions of the United States;
- (b) As a reprisal for the tenant's good faith complaint to a governmental authority of the park owner's alleged violation of any health or safety law, regulation, code or ordinance, or State law or regulation which has as its objective the regulation of premises used for dwelling purposes;
- (c) As a reprisal for the tenant's being an organizer or member of, or involved in any activities relative to a home owners association.

§ 765 ILCS 745/17. [Notice required by Law]

Sec. 17. Notice required by Law. The following notice shall be printed verbatim in a clear and conspicuous manner in each lease or rental agreement of a mobile home or lot:

"IMPORTANT NOTICE REQUIRED BY LAW:

The rules set forth below govern the terms of your lease of occupancy arrangement with this mobile home park. The law requires all of these rules and regulations to be fair and reasonable, and if not, such rules and regulations cannot be enforced against you.

You may continue to reside in the park as long as you pay your rent and abide by the rules and regulations of the park. You may only be evicted for non-payment of rent, violation of laws, or for violation of the rules and regulations of the park and the terms of the lease.

If this park requires you to deal exclusively with a certain fuel dealer or other merchant for goods or service in connection with the use or occupancy of your mobile home or on your mobile home lot, the price you pay for such goods or services may not be more than the prevailing price in this locality for similar goods and services.

You may not be evicted for reporting any violations of law or health and building codes to boards of health, building commissioners, the department of the Attorney General or any other appropriate government agency."

§ 765 ILCS 745/18. [Security deposit; Interest]

Sec. 18. Security deposit; Interest. (a) If the lease requires the tenant to provide any deposit with the park owner for the term of the lease, or any part thereof, said deposit shall be considered a Security Deposit. Security Deposits shall be returned in full to the tenant, provided that the tenant has paid all rent due in full for the term of the lease and has caused no actual damage to the premises.

The park owner shall furnish the tenant, within 15 days after termination or expiration of the lease, an itemized list of the damages incurred upon the premises and the estimated cost for the repair of each item. The tenant's failure to object to the itemized list within 15 days shall constitute an agreement upon the amount of damages specified therein. The park owner's failure to furnish such itemized list of damages shall constitute an agreement that no damages have been incurred upon the premises and the entire security deposit shall become immediately due and owing to the tenant.

The tenant's failure to furnish the park owner a forwarding address shall excuse the park owner from furnishing the list required by this Section.

(b) A park owner of any park regularly containing 25 or more mobile homes shall pay interest to the tenant, on any deposit held by the park owner, computed from the date of the deposit at a rate equal to the interest paid by the largest commercial bank, as measured by total assets, having its main banking premises in this State on minimum deposit passbook savings accounts as of December 31 of the preceding year on any such deposit held by the park owner for more than 6 months. However, in the event that any portion of the amount deposited is utilized during the period for which it is deposited in order to compensate the owner for non-payment of rent or to make a good faith reimbursement to the owner for damage caused by the tenant, the principal on which the interest accrues may be recomputed to reflect the reduction for the period commencing on the first day of the calendar month following the reduction.

The park owner shall, within 30 days after the end of each 12-month period, pay to the tenant any interest owed under this Section in cash, provided, however, that the amount owed may be applied to rent due if the owner and tenant agree thereto.

A park owner who willfully fails or refuses to pay the interest required by this Act shall, upon a finding by a circuit court that he willfully failed or refused to pay, be liable for an amount equal to the amount of the security deposit, together with court costs and a reasonable attorney's fee.

§ 765 ILCS 745/19. [Purchase of Goods and Services]

Sec. 19. Purchase of Goods and Services. (a) No park owner shall restrict a tenant in his choice of a seller of fuel, furnishings, accessories or goods or services connected with a mobile home unless such restriction is necessary to protect the health or safety of the park residents. The park owner may determine by rule or regulation the style or quality of exterior equipment to be purchased by the tenant from a vendor of the tenant's choosing.

Provided that no park owner shall be required to permit service vehicles in the park in such numbers and with such frequency that a danger is created for pedestrian traffic in the park.

(b) No park owner shall require as a condition of tenancy or continued tenancy for a tenant to purchase fuel oil or bottled gas from any particular fuel oil or bottled gas dealer or distributor.

Provided that this Section shall not apply to a park owner who provides a centralized distribution system for fuel oil or bottled gas, or both, for residents therein. No park owner providing a centralized distribution system shall charge residents more than a reasonable retail price.

§ 765 ILCS 745/20. [Gifts, Donations, Bonus, Gratuity, Etc.]

Sec. 20. Gifts, Donations, Bonus, Gratuity, Etc. (a) Any park owner who, directly or indirectly, receives, collects or accepts from any person any donation, gratuity, bonus or gift, in addition to lawful charges, upon the representation that compliance with the request or demand will facilitate, influence or procure an advantage in entering into an agreement, either oral or written, for the lease or rental of real property, or contract of sale of a mobile home, or any park owner or his representative, who refuses to enter into such lease or contract of sale unless he receives, directly or indirectly, a donation, gratuity, bonus or gift, or any park owner or his representative who directly or indirectly aids, abets, requests or authorizes any other person to violate any provision of this Section, commits a violation of this Act.

(b) Any person who pays such donation, gratuity, bonus or gift may recover twice its value, together with costs of the action, against any such person in violation of this Section.

§ 765 ILCS 745/21. [Remedies, Tenants]

Sec. 21. Remedies, Tenants. If the park owner fails to substantially conform to the lease agreement or fails to substantially comply with any code, statute, ordinance or regulation governing the operation of a mobile home park or the maintenance of the premises, the tenant may, on written notice to the park owner, terminate the lease and vacate the premises at any time during the first 30 days of occupancy. After the expiration of said 30 days the tenant may terminate the lease only if he has remained in possession in reliance upon the park owner's written promise to correct all or any part of the condition which would justify termination by the tenant under this Section.

Any condition which deprives the tenant of substantial benefit and enjoyment which the park owner shall fail to remedy within 30 days after having received notice in writing of such condition shall constitute grounds for the tenant to terminate the lease and vacate the premises. No such notice shall be required where the condition renders the mobile home uninhabitable or poses an imminent threat to the health, welfare and safety of any occupant.

If such condition was proximately caused by the willful or negligent act or omission of the park owner, the tenant may recover any damages sustained as a result of the condition including, but not limited to, reasonable expenditures necessary to obtain adequate substitute housing while the mobile home is uninhabitable.

The tenant may sue to enforce all Sections of this Act and the court may award damages or grant any injunctive or other relief.

§ 765 ILCS 745/22. [Remedies, Park Owner]

Sec. 22. Remedies, Park Owner. A park owner may, any time rent is overdue, notify the tenant in writing that unless payment is made within the time specified in the notice, not less than 5 days after receipt thereof, the lease will be terminated. If the tenant remains in default, the park owner may institute legal action for recovery of possession, rent due and any damages.

If the tenant breaches any provision of the lease or rules and regulations of the mobile home park, the park owner shall notify the tenant in writing of his breach. Such notice shall specify the violation and advise the tenant that if the violation shall continue for more than 24 hours after receipt of such notice the park owner may terminate the lease.

§ 765 ILCS 745/23. [Termination of Lease]

Sec. 23. Termination of Lease. If a tenant shall remain in possession of the premises after the expiration of his lease without having notified the park owner of his acceptance or rejection of a renewal of the lease and without the park owner's consent, the tenant shall pay to the park owner a sum, not to exceed twice the monthly rental under the previous lease, computed and pro-rated daily for each day he shall remain in possession.

§ 765 ILCS 745/24. [Sale of Mobile Home]

Sec. 24. Sale of Mobile Home. The park owner shall be enjoined and restrained from prohibiting, limiting, restricting, obstructing or in any manner interfering with the freedom of any mobile home owner to:

(a) Sell his mobile home to a purchaser of his choice, provided that the park owner shall be allowed to promulgate any general qualifications or lawful restrictions on park residents which limit or define the admission of entrants to the park. The purchaser, prior to closing, must obtain a written and signed lease;

(b) Employ or secure the services of an independent salesperson in connection with the sale of said mobile home, providing that said salesperson collects and remits all governmental taxes.

The park owner is prohibited from imposing any fee, charge or commission for the sale of a mobile home, except when a mobile home owner requests the park owner or his agent to assist in securing a purchaser for his mobile home. A commission may be accepted for such service subject only to the following conditions:

(1) That the exact amount of commission or fee shall be a percentage of the actual sales price of the mobile home; and

(2) That the maximum percentage figure for the services in the resale of the mobile home by park owner or his agent shall be set forth in writing prior to the sale.

The park owner is prohibited from requiring, upon the sale by a tenant of a mobile home to a qualified purchaser, the removal from the park of such mobile home unless the mobile home is less than 12 feet wide or is significantly deteriorated and in substantial disrepair, in which case the park owner shall bear the burden of demonstrating such fact and must, prior to sale, have given the tenant written notice thereof, and that unless first corrected, removal will be required upon sale.

§ 765 ILCS 745/25. [Meetings of Tenants]

Sec. 25. Meetings of Tenants. Meetings by tenants relating to mobile home living shall not be subject to prohibition by the park owner if such meetings are held at reasonable hours and when facilities are available and not otherwise in use.

§ 765 ILCS 745/26. [Short title]

Sec. 26. Short Title. This Act shall be cited as the "Mobile Home Landlord and Tenant Rights Act".

§ 765 ILCS 745/97. [Severability]

Sec. 97 Severability. The provisions of this Act are severable under Section 1.31 of the Statute of Statutes.

§ 765 ILCS 745/99. [Effective Date]

Sec. 99. Effective Date. This Act takes effect January 1, 2008.

SAFETY TIPS IN THE EVENT OF A TORNADO

Tornadoes are nature's most violent storms. Spawned from powerful thunderstorms, tornadoes can cause extensive damage in a short time. Most injuries and fatalities are caused by flying projectiles. Most tornadoes occur from March through June, but they can occur any month. Tornadoes are most likely to occur between the hours of 3p.m. and 7 p.m. This also is the same period of time many school children are home alone while parents are at work.

A person's safety cannot be guaranteed during a tornado. However, experience has proven that the safest place is below grade. Many manufactured home community owners have made arrangements with schools, churches or businesses in the immediate area where residents may take shelter in the event of severe weather. You should ask your community owner if such a plan is in place. Careful planning prior to a serious storm can save lives - possibly yours and your family members'.

The first step in the planning process is to make sure that you will receive warning of a tornado. Most areas of the state are served by outdoor warning sirens to advise people of impending tornado activity in the area as observed by the National Weather Service. If your area is not served by sirens, you may want to contact your local emergency response agency for suggestions on obtaining warning sirens. In addition to relying on radio and television broadcast interruptions advising you of serious weather conditions, you may want to consider the purchase of a National Oceanic and Atmospheric Administration (NOAA) weather radio that will automatically alert you when weather warnings are issued. In preparation for all types of emergencies, you should have a flashlight, a battery operated radio, extra batteries, a supply of packaged food and safe drinking water.

The National Weather Service has two types of notices regarding tornadoes - watches and warnings. It is important to understand the difference because each warrants a different type of response. A tornado watch means that conditions are such that a tornado is possible. Usually watches are for large areas, often several counties, and for a long period of time, often four to six hours. A warning, on the other hand, means that an actual tornado has been sighted, either on radar or by a trained weather watcher in the area. The tornado warning will usually be for a very limited area for a short period of time.

You should make plans now for what you will do if a tornado watch or warning is issued tomorrow. If the community does not have a plan for going to a specific place, you need to develop an individual plan yourself. Make sure that the selected plan location is available at all times. You should let a neighbor or friend know your plan. You may need to rely on a neighbor to take care of young children or elderly people who may be home when you are away.

When a tornado watch is issued, you should be prepared to implement your plan. Keep tuned to the weather reports and realize that there may be very little and sometimes even no notice that a tornado is striking the area.

When a tornado warning is issued, implement your plan immediately. Remember your flashlight and radio. If you do not have time to get to your predetermined shelter, the safest location is inside the home in a central location without windows, such as a closet or bathroom. Get low and protect your head with a pillow or a similar soft item. If you are outside and unable to get inside, you should lie face down in a low area. Do not try to out-drive a tornado.

INSTALLATION OF MANUFACTURED HOMES

On August 17, 2001, the *Manufactured Home Quality Assurance Act* was signed into law. This act requires the Illinois Department of Public Health to establish regulations for the installation of manufactured homes in Illinois and to license the installers and manufacturers of these homes. Installation of manufactured homes after December 31, 2001, must be done under the onsite supervision of a licensed manufactured home installer. Federal legislation was passed in December 2000 mandating that each state regulate the installation of manufactured homes by the year 2005.

INSTALLER LICENSING REQUIREMENTS

In order to become a licensed manufactured home installer, a person must attend an approved installation course and successfully pass an examination. The *Manufactured Home Installation Code* specifies the contents and criteria for approval of courses. Currently, there is only one approved course, which is sponsored by the Illinois Manufactured Housing Association (IMHA), located at 3888 Peoria Road, Springfield, IL 62702. The association can be contacted at 217-528-3423 for information about the next scheduled course.

Each accredited manufactured home installer course provides instruction on how to install a manufactured home in accordance with the specifications of the manufacturer or, if these instructions are not available, the Department's *Manufactured Home Installation Code*. The course also addresses practical installation skills for the installer. Each course consists of at least 10 training hours covering the following topics:

- a) The installer's responsibility to obtain a copy of the home manufacturer's setup manual to ensure proper setup of the home in accordance with the home's warranty.
- b) The inspection of the proposed site of the home prior to setup to ensure proper location.
- c) Ensuring that the proposed site provides drainage away from the home, vegetation cleared from under the home and that a vapor barrier is provided.
- d) Support of the home by a support system in accordance with the design loads of the home and the soil load bearing capacity of the specific home location.
- e) Safety considerations for the setup of a home.
- f) Proper leveling of the home and placement of supports in accordance with the home manufacturer's specifications.
- g) Proper anchoring in accordance with the home manufacturer's installation instructions and the anchor equipment instructions.
- h) The installation of the plumbing for the home in accordance with the *Illinois Plumbing License Law* and the *Illinois Plumbing Code*.
- i) The installation of the electrical system for the home in compliance with the *National Electrical Code*.

- j) The installation of the gas or oil utilities for the home in compliance with the requirements of the *Installation of Oil Burning Equipment, National Fuel Gas Code*, and *Liquefied Petroleum Gas Code*.

Once a person passes the approved installation course, he or she is eligible to become licensed. The annual licensing fee is \$150; licenses expire December 31 each year.

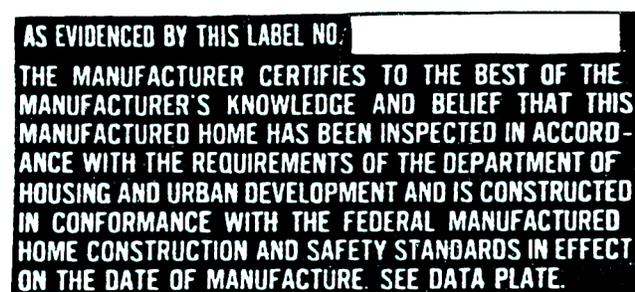
REQUIREMENTS FOR THE INSTALLERS OF MANUFACTURED HOMES

Manufactured homes installed after December 31, 2001, must be installed by an Illinois licensed manufactured home installer, with three exceptions that are specified in the *Manufactured Home Quality Assurance Act*. Homes installed in the city of Chicago are exempt, as are homes installed on a permanent perimeter foundation and homes installed by a homeowner on property other than a manufactured home community.

While there are usually several people involved in the installation of the home, only one needs to be licensed and that person must be on site at all times during the installation of the home. The licensed installer must be able to provide proof of licensing at the installation site. The Department issues billfold-size licenses with the installer's picture, in addition to a license that can be posted at the installer's place of business.

A fee of \$25 must be paid by the licensed installer responsible for the installation of the home. Because there are many components to the installation of a manufactured home, including the support system, the anchoring and the connection of the various utilities, all of which could be done by different people, the Department is requiring the person that actually installs the blocks and levels the home to be the responsible installer. The installer will not be held responsible for the anchoring or connection of the utilities if he or she does not do this work. The installer is responsible for determining that the inground support system meets the requirements of the manufacturer and that the site is properly drained.

For each \$25 installation fee the Department receives, it provides the installer a manufactured home installation seal and an Illinois manufactured home installation compliance certificate. The seal is to be placed above the red HUD label located on the exterior of each home after the home is installed. It has a unique number that will allow the Department to determine the responsible installer. The certificate provides the Department with information regarding the location of the home, date of installation, and the name of the owner, dealer and manufacturer of the home. One of the four copies of this form is to be returned to the Department within 30 days, with a copy provided to the homeowner and to the dealer. Seals and certificates can only be purchased by request from a licensed manufactured home installer. Several seals and certificates can be ordered at one time.



MANUFACTURED HOME INSTALLATION REQUIREMENTS

The Department developed rules for the administration of the *Manufactured Home Quality Assurance Act*. The *Manufactured Home Installation Code* became effective July 28, 2006. The installation of the home must comply with the instructions that are required to be provided with each home. Requirements are specified for the installation of older homes where the instructions are not available. All manufactured homes are required to be anchored according to the *Mobile Home Tiedown Act* and the *Manufactured Home Installation Code* with equipment approved by the Department. A list of this equipment can be obtained from the Department and is available on the web at www.idph.state.il.us/envhealth/pdf/MHTD_Approval_List.pdf.

The installation also must comply with requirements of the local jurisdiction. All plumbing must be installed by a licensed Illinois plumber or apprentice plumber. The manufactured home installation license does not substitute for this requirement.

Manufactured homes must be located on a site that allows storm water to drain away from the home. It must be free of vegetation and usually a vapor barrier must be provided under the home. The home must be supported with an adequate support system at the proper locations. Proper ventilation is required under the homes. Multiple section homes must be properly fastened and provided with adequate support for any mating wall ridge beam openings. There are numerous requirements for the installation of the utilities.

PENALTY PROVISIONS

Section 45 of the act allows the Department to revoke, for a period of up to six months, the license of an installer who does not comply with the requirements. People who install homes without a valid license or manufacturers who do not have a valid license can be referred to the Attorney General's Office to enjoin the installer or manufacturer from the unlicensed activity.

FURTHER INFORMATION

If you have questions about this law, concerns about the installation of a home installed after January 1, 2002, want to know whether a person or manufacturer is licensed or any other issues related to this program, you can contact the Department at 217-782-5830 or, for the hearing impaired, 800-547-0466. You may also write to the Illinois Department of Public Health, 525 West Jefferson Street, Springfield, IL 62761. Additional information is available on the Department's Web site at www.idph.state.il.us.

REGIONAL OFFICES OF THE DEPARTMENT

Rockford Region

4302 North Main Street
 Rockford, IL 61103
 815-987-7511

Peoria Region

5415 North University Street
 Peoria, IL 61614
 309-693-5360

Edwardsville Region

22 Kettle River Drive
 Glen Carbon, IL 62034
 618-656-6680

Marion Region

2309 West Main Street
 Marion, IL 62959
 618-993-7010

Champaign Region

2125 South First Street
 Champaign, IL 61820
 217-333-6914

West Chicago Region

245 West Roosevelt Road
 Building 5
 West Chicago, IL 60185
 630-293-6800

Central Office-Springfield

Illinois Department of Public Health
 Division of Environmental Health
 525 West Jefferson Street
 Springfield, IL 62761
 217-782-5830

